

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Supplement to Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BRIGHT POWER, INC.		08/20/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WINDSAIL CREDIT FUND, L.P., as Agent		
<b>Street Address:</b>	133 FEDERAL STREET, 12th Floor		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5207349	BRIGHT POWER	
<b>Registration Number:</b>	5207348	BRIGHT POWER	
<b>Registration Number:</b>	5207350	MOBIUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F178844 TM		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	08/20/2018		
<b>Total Attachments: 4</b>			
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## FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Supplement to Intellectual Property Security Agreement (“*Supplement*”) is entered into as of August 20, 2018 by and between WINDSAIL CAPITAL FUND, L.P. (successor in interest to WindSail Credit Fund, L.P.), as administrative agent and collateral agent (“*Agent*”), BRIGHT POWER, INC., a Delaware corporation (“*Grantor*”).

**WHEREAS**, the Grantor executed and delivered that certain Intellectual Property Security Agreement dated as of December 14, 2014 (as amended of record from time to time hereinafter, the “*IP Agreement*”) in favor of the Agent, pursuant to which Grantor pledged, assigned and granted a security interest in certain Intellectual Property Collateral (as defined in the Power IP Agreement), and

**WHEREAS**, the Grantor has developed additional trademark and trademark applications (“*Trademarks*”), and desires to confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of Agent.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

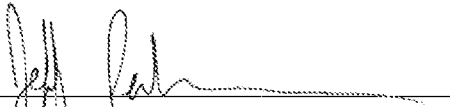
1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Supplement to Exhibit C. Exhibit C to the IP Agreement is hereby supplemented, but not replaced, by Exhibit C-1 annexed hereto.
3. Miscellaneous:
  - (a) Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
  - (b) This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this First Supplement to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

BRIGHT POWER, INC.

By: 

Name: Jeffrey Perlman

Title: President & CEO

EXHIBIT C-1

**TRADEMARKS**



<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Bright Power	5207349	01/27/2016
	5207348	01/27/2016
	5207350	01/27/2016

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

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